



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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www.ladpw.org

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **MP-6**
13.041

October 21, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LITTLE DALTON WASH - PARCEL 458, AFFECTS PARCELS 461 AND 463
GRANT OF EASEMENT - CITY OF GLENDORA
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Instruct the Chairman to sign the enclosed Easement document (and authorize delivery to the Grantee) for overbuild, parking, vehicular, and pedestrian ingress and egress purposes from the Los Angeles County Flood Control District to Foothill Plaza, a limited partnership, within Little Dalton Wash, Parcels 458, 461, and 463 (19,797± square feet), for \$31,484.06 pursuant to Lease Agreement No. 35127. The parcels are located adjacent to 130 North Grand Avenue in the City of Glendora.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the District to grant an easement over Little Dalton Wash, Parcels 458, et al., to Foothill Plaza as provided for under Lease Agreement No. 35127, adopted by your Board on July 31, 1979, Synopsis 51. The Lease Agreement provides the Lessee with parking and construction of buildings for a shopping center over Flood Control District rights of way as well as providing the tenant with the option to purchase

an easement for these specified purposes after 25 years from the date of commencement of the lease. The tenant has requested to exercise this option.

The granting of this easement is not considered adverse to the District's purposes. Moreover, the instrument reserves paramount rights for the District's interest.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Fiscal Responsibility. The revenue from this transaction will be used for flood control purposes.

FISCAL IMPACT/FINANCING

The method of establishing the selling price of \$31,484.06 was provided in the Lease. This amount has been paid and deposited into the Flood Control District Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The granting of this easement will not hinder the use of the channel for possible transportation, utility, or recreational corridors. The enclosed Easement document has been approved by County Counsel and will be recorded.

ENVIRONMENTAL DOCUMENTATION

As stipulated in Lease Agreement No. 35127, the tenant has the option to purchase the easement. This option is unilateral and does not give the District authority to deny the tenant this option. Therefore, this transaction is not subject to the provisions of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

This action is in the District's best interest. Enclosed are an original and two duplicates of the Easement. Please have the original and two duplicates of the Easement documents signed by the Chairman and acknowledged by the Executive Officer of the Board. Please return the executed original and one duplicate to this office, retaining one duplicate for your files.

The Honorable Board of Supervisors
October 21, 2004
Page 3

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

MQ:in
P6:blDALTON WSH P458.doc

Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

RECORDING REQUESTED BY
AND MAIL TO:

Foothill Plaza, LP
3090 Pullman Street, Suite A
Costa Mesa, CA 92626
Attention: Lou Ann McColloch

Space above this line reserved for Recorder's use

Document transfer tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Assessor's Identification Number:
8638-021-909 (Portion)

By _____

E A S E M E N T

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "District", does hereby grant to the FOOTHILL PLAZA, a limited partnership, hereinafter referred to as "Grantee", an easement for vehicular ingress, egress, access and parking, and ingress, egress, and access for pedestrian traffic, and for existing and future building purposes (but building purposes shall be limited to the westerly 120 feet of the property hereinafter described, and shall be subject to prior approval of plans and specifications by Grantor as hereinafter set forth) in, on, over, and across the real property in the City of Glendora, County of Los Angeles, State of California, described in Exhibit "A" attached hereto and by this reference made a part hereof.

The herein grant of easement shall include, but shall not be limited to, the right to construct, reconstruct, operate, and maintain a cover over Grantor's flood control channel and is subject to all matters of record and to the following reservations and to the following covenants, conditions, and restrictions running with the land, which the Grantee by the acceptance of this Deed and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. District reserves the paramount right to use said land for flood control purposes.
2. Grantor reserves the exclusive right to use and to allow others to use the area below the surface of the easement area for the placement of underground utilities and the operation of an underground utility corridor and for any other use authorized by law. Grantor agrees to interfere as little as possible with the use and occupancy of Grantee's property described in Exhibit "A."

File with: **LITTLE DALTON WASH** 458
Also affects: Parcels 461 and 463
I.M. 159-317
S.D. 5 M9322066

3. Grantee agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, over, and across the land hereinabove described until the plans and specifications for such construction or reconstruction work shall have been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Grantee shall not construct any improvements over the above described easement area wherein such improvements or combination of all improvements over said area exceeds a live load of H-20 loading, as defined in the standard specifications for bridges, adopted by the American Association of State Highway Officials, Tenth Edition.
4. Grantee agrees to hold grantor harmless from and to indemnify Grantor against any claims of any nature whatsoever arising from or in connection with construction of the channel cover or subsequent use of the easement area by Grantee, its employees, agents, tenants, subtenants, or invitees of any of the same. In addition, Grantor shall not be liable, at any time, for any loss, damages, or injury to the property or of any person whomsoever, at any time, occasioned by or arising out of (a) any act, activity, or omission of Grantee or of anyone holding under Grantee, or (b) the occupancy or use of the easement area or any part thereof, by or under Grantee, or (c) any state or condition of the easement area or any part thereof.
5. Grantee, at its own cost and expense, shall maintain the easement area, including any and all buildings, structures, landscaping, and improvements constructed thereon, the cover, all driveways, pavement, fences, and guard-rails heretofore or hereafter erected on the easement, in good repair and in compliance with all requirements of the law. The Grantee shall take all steps necessary to effectively protect the fences and guard-rails and the piers and walls of the channel, from damage incident to the Grantee's use of such land and improvements, all without expense to the Grantor. The Grantee shall be liable for, and shall reimburse Grantor within thirty (30) days after billing for any damage to said fences, guard-rails, piers, or columns in any way resulting from or attributable to the use and occupancy of said property by the Grantee or any person entering upon the same with the consent of the Grantee, express or implied. It is expressly understood that the Grantor will not be called upon to reconstruct, repair, or maintain said cover or other improvements constructed pursuant to this instrument and that Grantor's responsibility for maintenance is limited to its flood control channel.
6. Grantee shall pay when due all sums of money that may become due or purportedly due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for Grantee in, at, upon, or on the easement area which may by any mechanic's, materialman's, or other lien against the easement area or Grantors interest in the easement area, and Grantee shall cause each such lien to be fully discharged and released at the time performance of the obligations secured matures. Grantor shall have the right to post, record, and maintain on the easement area such notices of non-responsibility as provided for under laws of California. Notwithstanding anything to the contrary herein contained, if Grantee shall in good faith contest the validity of any lien, claim, or demand, then Grantee shall at its expense, defend itself and Grantor against the same and shall pay any final adverse judgment that may be rendered therein before the enforcement thereof.

against Grantor or the easement area, and Grantee shall name Grantor as additional obligee under any surety bond furnished in the contest proceedings.

7. Within sixty (60) days after the destruction, in whole or in part, of any improvements constructed by Grantee on the easement area, Grantee shall commence restoration or removal of same at its sole cost and expense and shall pursue such restoration or removal with reasonable diligence to completion. In the event Grantee should refuse to so commence the removal or restoration, Grantor may remove the damaged improvements without cost of any nature to Grantee and the cost of such removal shall be reimbursed to Grantor upon demand.
8. The provisions and agreements contained in this Easement Deed shall be binding upon and shall benefit Grantor and Grantee, their successors, and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following Grantee's exercise of these easement rights to construct such structures and improvements, Grantee agrees to pay on behalf of District that part of any such assessment levied against District which is based on the value contributed to that area by Grantee's aid improvements.

Dated _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chairman, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

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NOTE: Acknowledgment form on reverse side

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED as to title and execution, _____, 20____. DEPARTMENT OF PUBLIC WORKS Mapping & Property Management Division MARTIN J. YOUNG Supervising Title Examiner III By _____
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EXHIBIT A

LITTLE DALTON WASH 458

Also affects: Parcel Nos. 461 and 463
13-RW 23.2

A.P.N. 8638-021-909 (Portion)

T.G. 569 (D5)

I.M. 159-317

Fifth District

M9322066

LEGAL DESCRIPTION

(Easement for vehicular ingress, egress, access and parking, and ingress, egress, and access for pedestrian traffic, and for building purposes)

That portion of that part of Parcel 1, Parcel Map No. 1020, as shown on map filed in Book 19, page 69, of Parcel Maps, in the office of the Recorder of the County of Los Angeles, described as Parcel No. 458 in a Final Order of Condemnation, had in Superior Court Case No. 744629, a certified copy of which is recorded in Book D1217, page 634, of Official Records, in the office of said Recorder, and those portions of those parts of Lots 3 and 4, Block GG, Glendora Tract, as shown on map recorded in Book 15, pages 75 and 76, of Miscellaneous Records, in the office of said Recorder, described as Parcel No. 461 and Parcel No. 463, in said Final Order of Condemnation, had in Superior Court Case No. 744629, a certified copy of which is recorded in Book D1407, page 121, of said Official Records, within the following described boundaries:

Commencing at the intersection of the centerline of Grand Avenue and the centerline of Foothill Boulevard, 80.00 feet wide, as said intersection is shown on said Parcel Map No. 1020; thence North 89°41'30" East along said last-mentioned centerline, a distance of 144.46 feet to a point on a non-tangent curve concave to the northwest and having a radius of 1040.00 feet, a radial of said curve to said point bears South 43°32'50" East; thence northeasterly along said curve through a central angle of 5°03'12", an arc distance of 91.72 feet to a point on the easterly line of Parcel 2 of said Parcel Map No. 1020, said last-mentioned point also being the TRUE POINT OF BEGINNING; thence South 0°01'55" East along said easterly line, a distance of 20.23 feet to a point on a non-tangent curve concave to the northwest and having a radius of 1053.50 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 47°46'00" East; thence northeasterly along said last-mentioned curve through a central angle of 1°17'57", an arc distance of 23.89 feet; thence along the southeasterly prolongation of a radial line of said last-mentioned curve, South 49°03'57" East 12.50 feet to a curve concentric with and 12.50 feet southeasterly, measured radially, from said curve having a radius of 1053.50 feet; thence northeasterly along said concentric curve through a central angle of 2°43'40", an arc distance of 50.75 feet; thence tangent to said last-mentioned curve North 38°12'23" East 53.66 feet; thence North 51°47'37" West 4.00 feet; thence North 38°12'23" East 33.62 feet to the beginning of a tangent curve concave to the southeast and having a radius of 282.00 feet; thence northeasterly along said last-mentioned curve through a central angle of 13°54'19", an arc distance of 68.44 feet; thence non-tangent to said last-mentioned curve

North 0°01'20" West 11.10 feet; thence South 89°58'18" East 15.28 feet to a point on a non-tangent curve concave to the southeast and having a radius of 282.00 feet, a radial of said last-mentioned curve to said last-mentioned point bears North 34°03'06" West; thence northeasterly along said last-mentioned curve through a central angle of 3°48'59", an arc distance of 18.78 feet; thence non-tangent to said last-mentioned curve South 89°58'12" East 6.05 feet to a point on a non-tangent curve concave to the southeast and having a radius of 279.00 feet, a radial of said last-mentioned curve to said last-mentioned point bears North 29°09'44" West; thence northeasterly along said last-mentioned curve through a central angle of 11°53'57", an arc distance of 57.94 feet; thence along the northwesterly prolongation of a radial line of said last-mentioned curve, North 17°15'47" West 3.00 feet to a curve concentric with and 3.00 feet northwesterly, measured radially, from said curve having a radius of 279.00 feet; thence northeasterly along said last-mentioned concentric curve through a central angle of 17°32'40", an arc distance of 86.35 feet to a line parallel with and 130.00 feet westerly, measured at right angles, from the easterly line of said Lot 4; thence North 0°05'25" West along said parallel line, a distance of 46.00 feet to a point on a curve concentric with and 49.00 feet northwesterly, measured radially, from said curve having a radius of 279.00 feet, a radial of said last-mentioned concentric curve to said last-mentioned point bears North 0°13'46" East; thence southwesterly along said last-mentioned concentric curve through a central angle of 45°12'09", an arc distance of 258.77 feet to the easterly line of said Parcel 1; thence South 0°03'40" East along said last-mentioned easterly line, a distance of 2.83 feet to a point on a curve concentric with and 44.00 feet northwesterly, measured radially, from said mentioned curve having a radius and an arc length of 282.00 feet and 68.44 feet, respectively, a radial of said last-mentioned concentric curve to said last-mentioned point bears North 45°19'29" West; thence southwesterly along said last-mentioned concentric curve through a central angle of 5°43'39", an arc distance of 32.59 feet; thence along the northwesterly prolongation of a radial line of said last-mentioned concentric curve North 51°03'08" West 4.00 feet to a curve concentric with and 4.00 feet northwesterly, measured radially, from said last-mentioned curve; thence southwesterly along said last-mentioned concentric curve through a central angle of 0°44'29", an arc distance of 4.27 feet; thence tangent to said last-mentioned curve South 38°12'23" West 87.27 feet to the beginning of a tangent curve concave to the northwest and having a radius of 1014.00 feet; thence southwesterly along said last-mentioned curve through a central angle of 0°24'35", an arc distance of 7.25 feet; thence non-tangent to said last-mentioned curve South 0°19'50" East 7.17 feet; thence North 89°43'30" West 5.80 feet to a point on a non-tangent curve concave to the northwest and having a radius of 1014.00 feet, a radial of said last-mentioned curve to said last-mentioned point bears South 50°51'57" East; thence southwesterly along said last-mentioned curve through a central angle of 0°34'54", an arc distance of 10.29 feet to the easterly line of said Parcel 2; thence South 0°01'55" East along said last-mentioned easterly line, a distance of 39.95 feet to the TRUE POINT OF BEGINNING.

Containing: 19,797± s.f.